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FILED

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CLERK
UNITED STATES BANKRUPTCY COURT
SAN JOSE CALIFORNIA

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

LAURA ANN GENS, DEBTOR,	CASE NO. 13-50106 ASW **Date of Hearing: April 10, 2013** **Time of Hearing: 2:15 pm** **Courtroom of Judge Weissbrodt** **DEBTOR'S REPLY MEMORANDUM TO IMPOSE A STAY UNDER §362 (c)(4)(b) AS TO CREDITOR WELLS FARGO AND THE PROPERTY**

I. INTRODUCTION

Wells Fargo continues its pattern of dealing in bad faith. Debtor did not receive Wells Fargo's March 21, 2013 Opposition until April 3, 2013. Multiple times Wells Fargo has failed to serve Debtor with documents. When Wells Fargo mails documents to Debtor it usually takes about ten days. The envelope will be metered on the day it was supposed to be, but the postmarks are a week old. Debtor believed the same pattern was being followed with the Opposition.

There are too many misstatements of the facts in the Opposition, to not respond. Debtor will keep her remarks brief.

II. LEGAL ARGUMENTS

A. Misstatements in the Opposition Background.

The opposition states that Debtor income on the August 2012 Statement of Current Monthly Income was $11,250. In Debtor's Supporting Memorandum at Section II C (4), Debtor explained that due to having the attorney back out of her representation, Debtor had to prepare the documents herself and without background documents that were still at the attorney's office. Errors were made as Debtor explained in her memorandum.

The Opposition states that Debtor relied on her family's income in the last bankruptcy. Debtor attorney never filed the Plan in the bankruptcy.

B. Wells Fargo Claim of $530,000 is More Total Fiction.

In the Opposition, Wells Fargo presents for the first time a reinstatement quote for $530,000. No number in the reinstatement quote is supported by any document Wells Fargo was forced to produce in the litigation against Wells Fargo. There are no underlying accounting documents here or in prior produced discovery. What few documents Wells Fargo produces, contradict one another. Attached hereto as Exhibit A is the February 2013 statement from Wells Fargo for the Loan. Under Section 1, it says the entire amount owed is $431,707 (which is disputed). Not $ 530,000. Wells Fargo's own records do not agree.

Look at the quote on its face. Escrow shortage of $52,021 ?? There never was an escrow with this loan. Never under World Savings or Wachovia. Where did this come from?

Property taxes paid of $61,806? These property taxes have not been paid by Wells Fargo. Debtor can prove it.

The monthly payments of $7,515 are wrong. This is an interest only loan. Look at Section 2 in Exhibit A. The monthly interest payment is $3,585.

Wells Fargo has artificially inflated all its numbers to try and prove that Debtor's Plan is unconfirmable. This is more of the same bad faith in dealing with Wells Fargo. Debtor needs the protection of the Court against these malicious business practices.

C. The Decrease in Energy Bills Are A Change From Prior Bankruptcies.

Debtor's attorney never got to file a Plan in the prior bankruptcy that would have detailed how her energy costs had started to decline and were going to greatly decrease in the near future. Her prior statement is true. The extent to which the energy costs dropped is now fully realized in the latest utility bills attached to Debtor's memorandum.

D. The Decrease In Real Estate Taxes Is Due to Some Change in Agricultural Zoning.

Wells Fargo contends that the assessed value of the Property has fallen. Debtor entered into a pre-petition contingency arrangement with a company. ProTax Inc., that specializes in lowering real estate taxes. Debtor was informed by ProTax that the lower real estate taxes were the result of a change in the agricultural zoning for part of the Property.

E. The Cases Cited By Wells Fargo re Artificial Impairment Are Differentiated.

Wells Fargo cites the Windsor case to support its position. But the facts are totally different. In Section III of that case, it states that an artificial class of unsecured creditors was created to put the unsecured portion of a bank loan into so as to separate it from other unsecured creditors. That way the other unsecured creditors could affirm the plan without the bank. That seems to be what the court was prohibiting.

The citing of the Anaheim case seems even further off-base. There is no mention of artificial impairment in the case.

Wells Fargo does not want to accept the good business plan that Debtor has proposed because it does not have the accounting records to bank up its claim. Wells Fargo has to act in this malicious, non-business manner.

F. Debtor's Prior Attempt to Secure an Ex Parte Was In Response to Wells Fargo Legal Maneuvering.

Debtor had a TRO in state court granted on strictly state statute causes of action. Wells

Fargo avoided the TRO by removing it to federal court based on diversity! Even though Cal-Western is a California Corporation. Even though Wells Fargo is headquarters in San Francisco. Debtor filed a motion to remand which would not be heard until months after Wells Fargo's trustee's sale. So Debtor filed an ex parte application for a TRO which is very difficult to get. Wells Fargo would like Debtor to roll over so it can claim a windfall profit on its fantasy claims.

III. CONCLUSION

Debtor filed this action in good faith. She simply wants a Court to hear her claims against Wells Fargo and save her home.

Debtor simply wants an accounting to put this loan back on track. Wells Fargo has proceeded with impunity, in a non-business-like fashion, so that it can cash in on an ill-gotten windfall. Rather than resolve the outstanding issues, Creditor Wells Fargo threatens foreclosure and now has set a Trustee's Sale for April 26, 2013.

This Court should grant a enjoining creditor Wells Fargo and their employees, agents, and persons acting with them or on their behalf from selling or otherwise transferring ownership of the Property located at 4141 Old Trace Road, Palo Alto, California.

April 5, 2013

Laura Gens

Laura Ann Gens
4141 Old Trace Road
Palo Alto, CA 94306

Debtor, In Pro Per

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re: Laura Gens

Debtor ____/

Chapter 11
Case No. 13-50106 ASW
CERTIFICATE OF SERVICE

I, the undersigned, declare that I am over the age of 18 years and not a party to the within entitled action. My address is 4141 Old Trace Road, Palo Alto, CA 94306.

On April 5, 2013, I served the attached document(s):
DEBTOR'S REPLY MEMORANDUM TO IMPOSE A STAY UNDER §362 (c)(4)(b) AS TO CREDITOR WELLS FARGO AND THE PROPERTY

by personally handling a true copy thereof in a sealed envelope with postage thereon fully and depositing the same with the U.S. postal service with first class postage fully pre-paid.to the party addressed as follows:

Michael Pero
Anglin Flewelling Rasmussen Campbell Trytten
199 South Los Robles Ave. #600
Pasadena, CA 91101

I, Julia Gens, declare, under penalty of perjury, that the foregoing is true and correct. Executed on April 5, 2013 at Palo Alto, California.________________________________

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EXHIBIT A

Loan Statement

WELLS FARGO HOME MORTGAGE

24762

Property address:	4141 OLD TRACE RD PALO ALTO	CA 94306-3728
Loan number:	0044602498	
Payment due date:	02/15/13	
Statement date:	02/03/13	

Questions about your loan?
For quick answers, call 800-642-0257
8 a.m. – 8 p.m. Mon. – Fri., 8 a.m. – 5 p.m. Sat., Central Time
(Please have your loan and Social Security numbers ready.)

M9DLLSOTID 024762

LAURA GENS
4141 OLD TRACE RD
PALO ALTO CA 94306-3728

1. Payment options

Select your option on the payment coupon below. Please see *choosing your payment options* on reverse side for explanations.

1) Minimum Payment 431,707.24

To check the status of your loan anytime, day or night, visit us at **wellsfargo.com**

For new purchase, refinance, or home equity loan assistance, simply call 1-800-443-3429

2. Current payment explanation

Payment options	
Interest due	3,585.42
Deferred interest†	
Principal paid	3,930.37
Escrow/other	
Total past due	424,191.45
Total payment	431,707.24

Past due amount	Late charges/ fees due	Total past due	Total outstanding deferred interest †	Current interest rate
404,259.91	19,931.54	424,191.45	75,643.07	2.733

† *See explanation of deferred interest on reverse side under* ***choosing your payment options.***

3. Year-to-date

Year-to-date payments	Year-to-date escrow disbursements
Principal	Taxes
Interest	Additional assessments
Late charges/ fees	Homeowners insurance
	Other

4. Transaction activity

Date	Description	Total	Principal	Interest paid	Interest rate	Escrow	Optional insurance	Late charges/ other fees	Unapplied funds

5. Important messages

wellsfargo.com

Maturity Date is 12/2036.
If you are currently in Bankruptcy this statement is for informational purposes only and may not include all fees incurred. Please contact the Bankruptcy Department at 1-866-259-7728 if you would like to stop receiving statements, have any questions, do not accept this statement as a conforming statement, or to request Reinstatement Figures, as this statement is not intended to be used for reinstatement purposes. While the loan is in an active bankruptcy status, you may not be able to access the account online.

Please detach coupon and return with payment. Thank you.